



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
889 18TH STREET - SUITE 300
DENVER, CO 80202-2466
<http://www.epa.gov/region08>

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FACSIMILE COVER SHEET

TO: Linda

Agency/Company: _____

City: _____ State: _____

Phone Number: 406. 293-6194

Fax Number 406-293-5668

Number of Pages (Including Cover Sheet) 10

LEGAL ENFORCEMENT

Receptionist #303-312-6163

Fax #303-312-6953

FROM: Richard Sisk

SENDER'S PHONE#: 303 312-6638

COMMENTS: Linda - thanks for handling this

if any questions, please give me a call

Date Sent: _____

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REGION 8

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FROM: Richard SiskSENDER'S PHONE#: 303 312-6638COMMENTS: Linda - thanks for handling this
many questions, please give me a call



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
999 18TH STREET - SUITE 300
DENVER, CO 80202-2466
Phone 800-227-8917
<http://www.epa.gov/region08>

Ref: 8ENF-L

VIA FACSIMILE (406) 293-5668

APR 8 2002

Raymond and Trudy Siefke
3496 Highway 2 South
Liby, Montana 59923

Re: Reimbursement Agreement

Dear Mr. and Mrs. Siefke:

Thank you for taking the time to quickly look over the draft final reimbursement agreement with exhibits and affidavits. Paul Peronard relayed to me that you were okay with the agreement but wanted to add an addendum to Exhibit 5 concerning rebuilding the shop. Paul is okay with that addendum, so I have redrafted the agreement to refer to the addendum and have added the addendum to Exhibit 5. Enclosed is a clean ready to sign redrafted agreement, two affidavits, and the one page addendum to Exhibit 5. None of the other exhibits were changed, so I have not faxed copies of those documents.

If the agreement, affidavits, and addendum to Exhibit 5 meet with your approval, please fill in all the payment information on page 4 of the agreement, sign the agreement, and sign your specific affidavits. Please note that you must sign the affidavits before a notary public. Once signed, please have the originals sent to me at the address above.

These drafts must still be reviewed and approved by my management, but as soon as I have received your signed copies, I will work to get EPA management approval as quickly as possible.

If you have any questions or concerns that you think I can help you with, please give me a call at (303) 312-6638. I must also remind you that I am an attorney representing the EPA, and if you don't understand any of the documents I am sending you, you should consult legal or other counsel before signing.

Sincerely,

Richard L. Sisk
Attorney

Enclosure



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REIMBURSEMENT AGREEMENT

LIBBY ASBESTOS SITE

Lincoln County, Montana

THIS AGREEMENT, is made and entered into this _____ day of _____, 2002, by and between Trudy and Raymond Siefke ("Owner") and the United States Environmental Protection Agency ("EPA").

WHEREAS, the response action at the Libby Asbestos Site (the "Site"), Lincoln County, Montana by EPA is authorized by Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., and the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300; and

WHEREAS, the Owner is the owner of the land and improvements known as 3496 Highway 2 South, Libby, MT 59923 (the "Property") located within the site; and

WHEREAS, the Owner maintains a residence on the Property and has several small buildings as well as items of personal property located on the Property; and

WHEREAS, on August 18, 2001, the Amendment to the Action Memorandum issued by EPA on May 23, 2000 documented EPA's determination that cleanup was necessary at the Property because of asbestos contamination; and

WHEREAS, the selected response action implemented at the Property resulted in the demolition of certain small buildings and the disposal of contaminated personal items which were either not amenable to cleaning or were more expensive to clean than replace; and

WHEREAS, the owner certifies that the personal property was acquired with no knowledge of the asbestos contamination; and

WHEREAS, the owner granted access to the Property to EPA, its employees, agents, contractors and representatives for purposes of implementing the selected response action for the Property including the demolition and disposal of contaminated buildings, equipment and inventory; and

NOW, THEREFORE, in consideration of the mutual promises, obligations, and agreements set forth below, the parties agree as follows:

I. Obligations of EPA.

A. EPA shall pay to the Owner the sum of ONE HUNDRED SEVEN THOUSAND THREE HUNDRED SIXTY SIX AND 66/100 DOLLARS (\$107,366.66) within (30) days of execution of this Agreement, which sum represents compensation for small buildings demolished on the Property and the replacement value of all personal items disposed of pursuant to implementation of the selected response action. The list of demolished small buildings and all items for which compensation is being provided pursuant to this paragraph is attached as Exhibit 1 to this Agreement.

B. EPA shall pay to the Owner the sum of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00) within (30) days of execution of this Agreement for personal items that were lost or damaged when the asbestos contamination removal was performed on the Property. In addition, the Government will supply a contractor to make certain repairs to Owner's residence. A letter in which the lost or damaged personal items are referred to and the repairs are listed is attached as Exhibit 2 to this Agreement.

C. EPA shall pay to the Owner the sum of ONE THOUSAND SEVEN HUNDRED THIRTY SEVEN AND 50/100 DOLLARS (\$1,737.50) within (30) days of execution of this Agreement as additional expenses incurred in order to vacate the property while asbestos contamination removal activities took place. A letter in which these additional expenses are listed is attached as Exhibit 3 to this Agreement.

D. EPA agrees to inspect the paint on the trim of Owner's residence in the spring and throughout the summer of the year 2002 and to provide a contractor to re-paint the trim if the paint cracks or peels. A letter in which the damage and the agreement to inspect and re-paint if necessary is described is attached as Exhibit 4 to this Agreement.

E. EPA agrees to replace the second story loft, workbenches and insulation in Owner's Steel shed and to supply a contractor to do the building and installation. A letter and an addendum in which the replacement is described is attached as Exhibit 5 to this agreement.

II. Obligations of the Owner.

A. The Owner has and will continue to provide to EPA, its employees, agents, contractors, and representatives the right to enter upon the Property for purposes of implementing the selected response action at the Property. The Owner further consents to the demolition of buildings, and disposal of contaminated personal items covered by this Agreement.

B. The Owner agrees that compensation will not be sought in any forum for personal items, buildings, expenses to vacate or other costs where such compensation has already been provided for pursuant to this Agreement.

III. Release of Claims.

The Owner hereby agrees that payment by EPA of the monetary amounts set forth herein in Paragraphs I.A, I.B, and I.C, the agreement to make certain repairs in Paragraph I.B, the agreement to inspect and re-paint if necessary in Paragraph I.D and the agreement to replace and supply a contractor in Paragraph I.E represents full settlement and just compensation, under all applicable laws and regulations, of any and all claims the Owner may have against EPA for actual replacement and as compensation for the replacement value of all buildings and personal items disposed of pursuant to implementation of the selected response action. The list of all buildings, structures, infrastructure and all other items for which compensation and replacement is being provided pursuant to this paragraph is attached as Exhibits 1,2,3,4, and 5 to this Agreement (Exhibit 5 has an addendum attached). The Owner expressly reserves all rights against W.R. Grace & Company and any other legal entity, and this release is not intended to release any other rights or causes of action against any and all legal entities other than the EPA.

IV. Reservation of Rights.

Nothing in this Agreement shall preclude the Owner from pursuing any legal remedy that the Owner may otherwise have against any other entity to recover damages and seek compensation not covered by or included in this Agreement. Nothing in this Agreement shall preclude EPA from pursuing any legal remedy that it may otherwise have against any potentially responsible party in order to recover costs EPA incurs for response actions at the Site.

V. Notices.

A. Any notice or communication required or permitted under this Agreement shall be deemed to have been given if in writing and either delivered personally or mailed by first-class,

If to the Owner:

Raymond Siefke
3496 Highway 2 South
Libby, MT 59923

If to EPA

Paul Peronard, EPR-ER
U.S. Environmental Protection Agency
999 18th Street, Suite 300
Denver, CO 80202

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner prescribed above.

VI. Modifications.

This Agreement may be amended, modified or terminated only by written instrument or written instruments signed by both parties hereto. No oral comment nor act or course of dealing shall be construed to constitute an amendment, modification or termination hereof.

VII. Parties Bound.

This Agreement is binding upon EPA and any successor agency of the U.S. Government, and upon the Owner and the Owner's heirs, successors and assigns.

VIII. Obligations of Future Appropriations.

Nothing in this Agreement shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Congress of the United States of America.

IX. Payment Information.

Payee name and address:

Receiving bank information for wire transfer:

Siefke Account Name:

Account Number:

Bank Name:

Bank Number:

Wire Transfer Number:

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective upon the date on which EPA executes the Agreement.

Owner

U.S. Environmental Protection Agency

Raymond Siefke

Max Dodson
Assistant Regional Administrator
Office of Ecosystem Protection
and Remediation

Social Security Number

Date: _____

Trudy Siefke

Social Security Number

Date: _____

Notary: _____

Date: _____

AFFIDAVIT

STATE OF MONTANA)
 : ss.
County of _____)

I, **RAYMOND SIEFKE**, being first duly sworn upon my oath, deposes and states:

1. I reside at, 3496 Highway 2 South, Libby, Montana and I am the owner of the property and improvements known as 3496 Highway 2 South, Libby, Montana.

2. I acquired certain personal property from W.R. Grace and Company and that the personal property was located on the above-described real property.

3. I had no knowledge of the presence of any asbestos on said personal property at any time prior to the Fall of 1999, when news media first reported the existence of significant environmental hazards in Lincoln County, Montana, caused by the release of asbestos by W.R. Grace & Company and its predecessors in interest.

4. I was never told by W. R. Grace & Company or any of its representatives that the personal property acquired from Grace by me was contaminated by asbestos.

DATED this _____ day of _____, 2002.

RAYMOND SIEFKE

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2002.
(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My commission expires: _____

AFFIDAVIT

STATE OF MONTANA)
 : ss.
County of _____)

I, **TRUDY SIEFKE**, being first duly sworn upon my oath, deposes and states:

1. I reside at, 3496 Highway 2 South, Libby, Montana and I am the owner of the property and improvements known as 3496 Highway 2 South, Libby, Montana.

2. I acquired certain personal property from W.R. Grace and Company and that the personal property was located on the above-described real property.

3. I had no knowledge of the presence of any asbestos on the personal property at any time prior to the Fall of 1999, when news media first reported the existence of significant environmental hazards in Lincoln County, Montana, caused by the release of asbestos by W.R. Grace & Company and its predecessors in interest.

4. I was never told by W. R. Grace & Company or any of its representatives that the personal property acquired from Grace by me was contaminated by asbestos.

DATED this _____ day of _____, 2002.

TRUDY SIEFKE

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2002.
(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My commission expires: _____

ADDENDUM TO EXHIBIT 5

Subject: Steel Shed Loft, Work Bench and Insulation Replacement.

This addendum is to document that in addition to those things specified in the letter marked "Exhibit 5" the Government is also responsible for the following:

- * Wiring**
- * Chimney replaced**
- * Lighting**
- * Metal replaced on end of shop where wooden portion was removed**
- * Door way out back**
- * Room replaced in shop where son slept**